excludes all other remedies. BISHOP, WRITTEN LAW, § 249. The legislative intention was indeed to prevent fraudulent use of the mails, but only in a specified way; that is, by returning the mail *after* the Postmaster-General is satisfied of fraud. *New Orleans Nat'l Bank* v. *Merchant*, 18 Fed. 841. But even if the power may be implied, its exercise in the present case is excessive.

QUASI-CONTRACTS — NATURE AND SCOPE OF THE OBLIGATION — RECOVERY UNDER ILLEGAL CONTRACT. — The plaintiff agreed to construct a hotel according to plans which called for a roof of a pitch forbidden by statute. Before any work was done on the roof, the plaintiff disaffirmed the contract and sued for the value of the work and materials furnished for the lower part of the hotel. *Held*, that the plaintiff may recover. *Eastern Expanded Metal Co.* v. *Webb Granite and Construction Co.*, 81 N. E. 251 (Mass.). See NOTES, p. 137.

WILLS — CONSTRUCTION — RIGHTS OF RESIDUARY LEGATEE AND NEXT OF KIN. — A fund was left to C for life, with power of appointment by will. C died without exercising the power. *Held*, that the fund goes to the next of kin of the original testator, and not to his residuary legatee. *Walton* v. *Walton*, 67 Atl. 397 (N. J., Ct. of Ch.).

The law is opposed to any construction of a will that produces partial intestacy. *Kenaday* v. *Sinnott*, 179 U. S 606. The distinction formerly drawn that lapsed or void devises went to the heirs as intestate estate, though similarly unenforceable bequests of personalty fell into the residuum, has been abandoned. *Freme* v. *Clement*, 18 Ch. D. 499; *Molineaux* v. *Raynolds*, 55 N. J. Eq. 187. And the rule has always been practically universal that not only lapsed or void legacies, but also all interests in personal property not specifically disposed of by will, go to the residuary legatee. *In re Bagot*, [1893] 3 Ch. 348; *Riker* v. *Cornwell*, 113 N. Y. 115. In view of these authorities no satisfactory reason is seen to justify the construction of the present case that the reversionary interest of the testator, although subject to C's power of appointment, is not included in the residuary clause. Regarded solely as a question of the testator's intention, the construction of intestacy is possible. The case, therefore, disregards well-settled rules of construction to give effect to the court's opinion of what the testator intended to convey by the residuary clause.

BOOKS AND PERIODICALS.

I. LEADING LEGAL ARTICLES.

TERMINABLE DEDICATION BY LESSEE FOR YEARS; ESCHEAT AND THE DOCTRINE OF BONA VACANTIA — A recent article, suggested by a dictum in a late English case, discusses the validity of an attempted dedication by a lessee for years within the limits of his term. *Dedication of Land to Public Use by Lessees for Years*. Anon., 51 Sol. J. 509 (June 1, 1907). As the writer correctly states, no English case — and we might add, no American case — decides the question squarely, but the dictum, in accord with a statement in an earlier case,[1] is to the effect that the lessee cannot give his term to the public, because dedication must be perpetual. Accepting, without establishing this requisite, the writer, after analogizing escheat and reversion, on the theory that escheat is a proprietary right, insists that dedications by tenants in fee under dependent tenure and by lessees for years do not bind the overlords and reversioners, and that these attempted dedications are, therefore, terminable and invalid. Indeed, to satisfy his test of perpetual duration, — in fact, to make

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[1] Dawes *v.* Hawkins, 8 C. B. (N. S.) 847, 856.